

EASEMENT FOR PUBLIC SEWER PURPOSES.

338-4

*Confirmed Copy*

THIS INDENTURE WITNESSETH THAT the Grantor, Monsanto Chemical Company, a Corporation organized and existing under and by virtue of the laws of the State of Delaware, having its principal office in the City of St. Louis and State of Missouri, and duly and regularly licensed to do business in the State of Illinois, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and of the benefits resulting from the construction, operation and maintenance of the system of sewers in the Village of Monsanto, Grants to the Village of Monsanto, a Municipal Corporation, in the County of St. Clair and State of Illinois, Easements over the following described tracts for the purpose of permitting the said Village of Monsanto, through its officials, representatives, engineers, agents, contractors and employees, to construct, reconstruct, maintain and operate a sewer adjacent to the existing 24" sewer a portion of the distance between Manholes "C" and "E", reference being had to a plat attached to an instrument titled "Easement For Public Sewer Purposes" recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Deeds No. 946 on Page 164 (said plat being recorded in Book of Plats 41 on page 50), reference thereto being had, wherein the Monsanto Chemical Company granted certain easements to the Village of Monsanto, said tracts being more particularly described as follows:

Tract No. 1. That part of Lot 221 of "THE THIRD SUBDIVISION OF CAMDIA COMMONS", reference being had to a plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "A" on Page 60, not heretofore conveyed by the Monsanto Chemical Company to the Village of Monsanto for sewer purposes, described as follows:

Beginning at Manhole "C", reference being had to the plat hereto attached and made a part hereof, also to said plat appearing on Page 50 of Book of Plats 41, which is made a part hereof by reference; thence N 35° 40' W a distance of 50 feet along the centerline of the existing 36" sewer toward Manhole "A"; thence N 56° 20' E a distance of 15 feet to a point; thence S 75° 25' E a distance of 22 feet, more or less to a point in the westerly line of 90' wide Mississippi Avenue (S.B.I. No. 3); thence S 14° 35' W a distance of 29.5 feet, more or less to a point in the centerline of the existing 24" sewer between Manholes "C" and "E"; thence N. 85° 16' W a distance of 10 feet, more or less along the center line of said 24" sewer to Manhole "E", the point of beginning, and containing 440 sq. feet, more or less.

CONFIRMED

Tract No. 2. That part of Lot 222 of "THE THIRD SUBDIVISION OF CAROLIA COMMONS", reference being had to a plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "A", on Page 60, contained in a strip 12 feet in width, lying north of and adjoining the northerly line of existing Easement No. 4 between Manholes "C" and "E", reference being had to said plat appearing on Page 50 in Book of Plats 41, said 12 foot strip extending from the easterly line of 90 foot wide Mississippi Avenue (S.B.I. # 3) a distance of 890 feet from Manhole "C", measured along the center line of the existing 24" sewer, as shown on the attached plat which is made a part hereof, the tract herein described containing 9480 sq. ft., more or less.

IN WITNESS WHEREOF, the said Monsanto Chemical Company hath caused these presents to be signed by Osborne Beggs its Vice President, and its Corporate Seal to be hereto affixed, attested by C. E. Caspari, Jr., its Assistant Secretary, this 7th day of December, A.D. 1945.

(Seal)

MONSANTO CHEMICAL COMPANY

By (Signed) Osborne Beggs  
Vice-President

Attest:

(Signed) C. E. Caspari, Jr.  
Assistant Secretary

State of Missouri )  
                              : ss  
City of St. Louis )

I, the undersigned, in and for said City in the State aforesaid, do hereby certify that Osborne Beggs personally known to me to be the Vice President of Monsanto Chemical Company and C. E. Caspari, Jr. personally known to me to be the Assistant Secretary of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary they signed and delivered the said instrument of writing as Vice President and Assistant Secretary of said Corporation, and caused the seal of the Corporation to be affixed thereto, pursuant to authorization given by the Board of Directors of said Corporation as their free and voluntary act and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7th day of December,

A. D. 1945.

(Signed) Margaret Carson  
Notary Public

(Seal)

My Commission expires  
November 3, 1947.

**SEWER EASEMENT**

This Indenture Witnesseth, That the Grantor, Monsanto Chemical Company, a corporation organized and existing under the laws of the State of Delaware, having its principal office in the City of St. Louis and State of Missouri, and duly and regularly licensed to do business in the State of Illinois, for and in consideration of the sum of \$1.00 in hand paid and the benefits resulting from the construction, operation and maintenance of the sewer system of the Village of Monsanto, grants to the Village of Monsanto, a municipal corporation in the County of St. Clair and State of Illinois, easements as follows, to wit:

**EASEMENT NO. 1.** An easement over, under and across the following described tracts for the purpose of permitting the Village of Monsanto, thru its officers, representatives, engineers, agents, contractors and employees, to construct, operate, maintain and reconstruct an extension of the sewer system of said Village, as follows:

A tract, or strip, 12 feet in width, said tract being that part of the tract outlined in yellow on the attached plat designated as Tract No. 1 (A), extending from the northerly line of Easement No. 4, reference being had to a plat attached to an instrument recorded in the Recorder's Office of St. Clair County, Illinois in Book of Deeds N. 946 on Page 164 (said plat appearing on Page 50 of Book of Plats No. 41), to a junction with a 12 foot wide tract, or strip, lying northerly of and adjoining the said northerly line of Easement No. 4, this last mentioned tract, or strip, being that part of the tract outlined in yellow on the attached plat designated as Tract No. 1 (B), the center line of said Tract No. 1 (A) being described as follows: Beginning at the Manhole designated as "E" on said plat recorded on Page 50 in Book of Plats No. 41, reference thereto being had, thence North 34° 48' East a distance of 48.94 feet to a point; thence North 89° 13' West,

the northerly line of said Tracts No. 1 (A) and No. 1 (B) joining at point "A" shown on the attached plat and the southerly lines of said Tracts No. 1 (A) and No. 1 (B) joining at point "B" as shown on the attached plat; also a tract, or strip, 12 feet in width, said tract being that part of the tract outlined in yellow on the plat designated as Tract No 1 (B), described as follows; a tract, or strip 12 feet in width lying northerly from and adjoining the northerly line of said Easement No. 4, and extending South 85° 16' East from the easterly terminus of the 12 foot wide easement granted the Village of Monsanto by this Grantor by an instrument recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Deeds 1033 on Page 273, reference thereto being had, to a junction with the aforesaid described Tract No. 1 (A), at points "A" and "B" as shown on the attached plat.

**EASEMENT NO. 2.** An easement over, under and across the following described tract for the purpose of permitting the Village of Monsanto, thru its officers, representatives, engineers, agents, contractors and employees, to construct, operate, maintain and reconstruct a force main for the transmission of sewage under and across the premises of this Grantor, from the northerly right-of-way line of the Alton and Southern Railroad to the manhole known as the "Overflow Manhole", said tract being more particularly described as follows: A tract, or strip, 10 feet in width, the center line of which is located as follows: Beginning at a point in the center line of Easement No. 4, reference being had to a plat attached to an instrument recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Deeds No. 946 on Page 164 ( said plat being recorded in Book of Plats No. 41 on Page 50) reference thereto being had, from which Manhole "E" that appears on said plat, bears South 85° 16' East, a distance of 71.3 feet; thence North 85° 16' West a distance of 8.5 feet to a point;

thence southwesterly a distance of 32.0 feet to a point that is 10 feet northerly from (measured at right angles) the northerly right-of-way line of the Alton and Southern Railroad; thence southwesterly along a line that is 10 feet distance from and parallel to said northerly right-of-way line of the Alton and Southern Railroad a distance of 131.0 feet to a point; thence South 14° 53' East a distance of 10 feet to a point in said northerly right-of-way line, said last described course extended intersecting the center line of the main track of the Alton and Southern Railroad at Station 76+20 (Alton and Southern Chainage), the easement hereinabove described being outlined in red on the attached plat and designated thereon as Tract No. 2, reference thereto being had.

In Witness Whereof, said Monsanto Chemical Company hath caused these presents to be signed by W. W. Schneider its Vice President and its corporate seal to be hereto affixed and attested by C. E. Caspari, Jr. its Assistant Secretary, this 16th day of November, A. D. 1948.

Monsanto Chemical Company,

By ~~W. W. Schneider~~ - - - (signed)  
Vice President.

(Corporate Seal)

Attest C. E. Caspari, Jr. (signed)  
Assistant Secretary

ok D.P.E. Jr  
11/16/48

ok CEC Jr.

(Attach Acknowledgements)

STATE OF MISSOURI     )  
                              ) SS  
CITY OF ST. LOUIS     )

I, Dorothy E. Greulich Notary Public, do hereby certify that W. W. Schneider and C. E. Caspari, Jr., personally known to me to be the same persons whose names are, respectively, as Vice-president and Assistant Secretary of MONSANTO CHEMICAL COMPANY, a corporation of the State of Delaware, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16th day of November, 1948.

Dorothy E. Greulich (signed)  
Notary Public

My commission expires October 18, 1952.

(Seal)

## SEWER EASEMENT

This Indenture Witnesseth, That the Grantor, Monsanto Chemical Company, a corporation organized and existing under the laws of the State of Delaware, having its principal office in the City of St. Louis and State of Missouri, and duly and regularly licensed to do business in the State of Illinois, for and in consideration of the sum of \$1.00 in hand paid and the benefits resulting from the construction, operation and maintainance of the sewer system of the Village of Monsanto, grants to the Village of Monsanto, a municipal corporation in the County of St. Clair and State of Illinois, easements as follows, towit:

EASEMENT No.1. An easement over, under and across the following described tracts for the purpose of permitting the Village of Monsanto, thru its officers, representatives, engineers, agents, contractors and employees, to construct, operate, maintain and reconstruct an extension of <sup>the</sup> sewer system of said Village, as follows:

A tract, or strip , 12 feet in width, said tract being that part of the tract outlined in yellow on the attached plat designated as Tract No. 1 (A), extending from the northerly line of Easement No. 4, reference being had to a plat attached to an instrument recorded in the Recorder's Office of St. Clair County, Illinois in Book of Deeds N. 946 on Page 164 ( said plat appearing on Page 50 of Book of Plats No. 41 ), to a junction with a 12 foot wide tract, or strip , lying northerly of and adjoining the said northerly line of Easement No. 4, this last mentioned tract, or strip, being that part of the tract outlined in yellow on the attached plat designated as Tract No. 1 (B), the center line of said Tract No. 1 (A) being described as follows: Beginning at the Manhole designated as "E" on said plat recorded on Page 50 in Book of Plats No. 41, reference thereto being had, thence North 34° 48' East a distance of 48.94 feet to

a point; thence North  $89^{\circ} 13'$  West , the northerly line of said Tracts No. 1 (A) and No. 1 (B) joining at point "A" shown on the attached plat and the southerly lines of said Tracts No. 1 (A) and No. 1 (B) joining at point "B" as shown on the attached plat; also a tract, or strip , 12 feet in width, said tract being that part of the tract outlined in yellow on the plat designated as Tract No. 1(B), described as follows: a tract, or strip, 12 feet in width lying northerly from and adjoining the northerly line of said Easement No. 4, and extending South  $85^{\circ} 16'$  East from the easterly terminus of the 12 foot wide easement granted the Village of Monsanto by this Grantor by an instrument recorded in the Recorder's Office of St. Clair County, Illinois in Book of Deeds 1033 on Page 275, reference thereto being had, to a junction with the aforesaid described Tract No. 1 (A), at points "A" and "B" as shown on the attached plat.

EASEMENT No. 2. An easement over, under and across the following described tract for the purpose of permitting the Village of Monsanto, thru its officers, representatives, engineers, agents, contractors and employees, to construct, operate, maintain and reconstruct a force main for the transmission of sewage under and across the premises of this Grantor, from the northerly right-of-way line of the Alton and Southern Railroad to the manhole known as the "Overflow Manhole ", said tract being more particularly described as follows: A tract, or strip, 10 feet in width, the center line of which is located as follows: Beginning at a point in the center line of Easement No. 4, reference being had to a plat attached to an instrument recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Deeds No. 946 on Page 164 ( said plat being recorded in Book of Plats No. 41 on Page 50) reference thereto being had, from which Manhole "E" that appears on said plat, bears South  $85^{\circ} 16'$  East, a distance of 71.3 feet; thence North  $85^{\circ} 16'$  West a distance of 8.5 feet to a point; thence southwesterly a distance



of 32.0 feet to a point that is 10 feet northerly from (measured at right angles) the northerly right-of-way line of the Alton and Southern Railroad; thence southwesterly along a line that is 10 feet distance from and parallel to said northerly right-of-way line of the Alton and Southern Railroad a distance of 131.0 feet to a point; thence South 14° 53' East a distance of 10 feet to a point in said northerly right-of-way line, said last described course extended intersecting the center line of the main track of the Alton and Southern Railroad at Station 76 + 20 (Alton and Southern Chainage ), the easement hereinabove described being outlined in red on the attached plat and designated thereon as Tract No. 2 , reference thereto being had.

In witness whereof, said Monsanto Chemical Company hath caused these presents to be signed by **W. W. Schneider** its Vice President and its corporate seal to be hereto affixed and attested by **C. E. Caspari, Jr.** its Assistant Secretary, this **16th** day of **November** A.D. 19**48**.

Monsanto Chemical Company,

By *W. W. Schneider*  
Vice President.

(Corporate Seal)

Attest: *C. E. Caspari, Jr.*  
Assistant Secretary.

(Attach Acknowledgements)

OK D.P.S. f  
11/16/48  
*[Signature]*

with the pipe to be placed by the Alton Company; and,

WHEREAS, the Monsanto Company desires the Alton Company to place its said pipe in Dead Creek at a grade that will permit the said sewer system of the Monsanto Company to properly connect with the pipe of the Alton Company; and,

WHEREAS, to so place said pipe of the Alton Company will require it to empty into Dead Creek at a grade below the level of Dead Creek;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES that the Alton Company will place its said thirty-six (36) inch pipe, within its embankment aforesaid, at an elevation of thirty-four (.34) hundredths of a foot lower than the present outlet of the sewer of the Monsanto Company, all as shown on drawing hereto attached, numbered B-548 RA-1, and made a part hereof.

The Monsanto Company agrees that it will, at its own expense, at all times keep said pipe of said Alton Company open for the free passage of water from one end of the pipe to the other; and the Monsanto Company further agrees to indemnify and save harmless the Alton Company from all claims, demands, suits, actions and proceedings whatsoever, and fees and expenses connected therewith, which may be brought against the Alton Company on account of injuries or damages, or alleged injuries or damages to persons and property, arising from or

growing out of the construction and maintenance of said thirty-six (36) inch pipe below the level of Dead Creek, instead of at the level of Dead Creek.

Nothing herein provided shall prevent the Alton Company from hereafter constructing and maintaining additional track or tracks, or structures, or making any changes in its present track or tracks, grade-lines or other facilities, or in lengthening or shortening its said thirty-six (36) inch pipe.

The provisions of this agreement shall be for the benefit of and shall be binding upon the successors and assigns of each of the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in duplicate by their proper officers, the day and year first above written.

ALTON AND SOUTHERN RAILROAD,

By ...(Signed)...C...B...Fox.....  
President

MONSANTO CHEMICAL WORKS,

By ...(Signed)...Jno. F. Queeny....  
President

Approved as to form,  
KRAMER, KRAMER & CAMPBELL  
By G. H. Pindull Attys.

C O P Y

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C  
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THIS AGREEMENT, made and entered into this 20th day of August, A.D. 1924, by and between the ALTON AND SOUTHERN RAILROAD, an Illinois corporation, hereinafter called the "Alton Company", party of the first part, and the MONSANTO CHEMICAL WORKS, a Missouri corporation, hereinafter called the "Monsanto Company", party of the second part,

WITNESSETH:

WHEREAS, Dead Creek runs through the property of the Monsanto Company and across the right of way of the Alton Company; and,

WHEREAS, the Alton Company desires to replace a timber bridge crossing Dead Creek on the line of its railroad located about Three Hundred Fifty (350) feet southwest of the lower Cahokia Road in Centerville Township, St. Clair County, Illinois, with an earth and cinder embankment, and a Thirty-six (36) inch pipe; and,

WHEREAS, the Monsanto Company has an underground sewer system at its manufacturing plant and property aforesaid, which empties through a thirty-six (36) inch pipe into Dead Creek a short distance from the bridge aforesaid; and,

WHEREAS, said thirty-six (36) inch pipe of the Monsanto Company is placed below the level of Dead Creek; and,

WHEREAS, the Monsanto Company desires to continue its said thirty-six (36) inch pipe so that the same may connect

northerly of the Alton & Southern Railroad, all situated in the Village of Monsanto, County of St. Clair and State of Illinois, according to the plats thereof, recorded in the Recorder's Office of St. Clair County, Illinois, hereby grants to the Grantee the right to construct, operate and maintain a thirty-six (36) inch pipe on that part of the aforesaid described premises, within a strip of land ten (10) feet in width lying between the existing twenty-four (24) inch trunk line sewer constructed in the year, 1932, and the northerly right-of-way line of said Alton & Southern Railroad, the center line of said Ten (10) foot strip being described as follows:

Beginning at a point in the center line of said twenty-four (24) inch trunk line sewer, from which an existing Manhole at the eastern terminus of said twenty-four (24) inch trunk line sewer bears easterly 68.8 feet; thence southwesterly on a line that forms an angle of  $99^{\circ} 47'$  measured clockwise from the said Manhole, a distance of forty (40) feet, more or less, to the Northerly right-of-way line of said Alton & Southern Railroad.

The Grantor herein grants the right to the Grantee, its officials, contractors, agents and employees the right to reasonable means of egress and ingress over the lands owned by the Grantor for the purpose of construction, operation and maintenance of said thirty-six (36) inch pipe; and

The Grantor further grants the right to said Grantee, its officials, contractors, agents and employees to occupy an area about the site of the proposed work for the purpose of the construction thereof. The foregoing rights granted to the Grantee, its officials, contractors, agents and employees are subject to the restriction that, in exercising such rights,

the Grantee, its officials, contractors, agents and employees shall not interfere unnecessarily with the operation of the Grantor's property, nor its employees.

IN WITNESS WHEREOF, the said Monsanto Chemical Company hath caused these presents to be signed by \_\_\_\_\_, its \_\_\_\_\_ President, and its corporate seal to be hereunto affixed, attested by \_\_\_\_\_  
W. W. Schneider its ----- Secretary, the day and year first above written.

MONSANTO CHEMICAL COMPANY

By (Signed) Charles Belknap  
Executive Vice President

ATTEST:

(Signed) W. W. Schneider  
-- Secretary

STATE OF MISSOURI }  
CITY OF ST. LOUIS } SS.

I, R. J. Widman, a Notary Public, in and for said City in the State aforesaid, do hereby certify that \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ President of Monsanto Chemical Company and W. W. Schneider personally known to me to be the \_\_\_\_\_ Secretary of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such \_\_\_\_\_ President and \_\_\_\_\_ Secretary, they signed and delivered the said instrument of writing as \_\_\_\_\_ President and as \_\_\_\_\_ Secretary of said Corporation, and caused the seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24 day of April, A.D., 1939.

My commission expires \_\_\_\_\_.

(Signed) R. J. Widman  
Notary Public

THIS INDENTURE made the seventh day of April, A.D. 1939, between Monsanto Chemical Company, a Corporation organized and existing under and by virtue of the laws of the State of Delaware, having its principal office in the City of St. Louis, Missouri, and licensed to do business in and by the State of Illinois, Grantor, and Village of Monsanto, a Municipal Corporation organized and existing under and by virtue of the laws of the State of Illinois and located in the County of St. Clair and State of Illinois, Grantee; Witnesseth: that

WHEREAS, the President of the Board of Trustees of the Village of Monsanto, on behalf of the Grantee, finds it necessary and expedient that an overflow for the Village Sewer System be constructed to permit the discharge of surplus surface waters into Dead Creek through a certain Thirty-six (36) inch cast iron pipe now existing under the tracks of the Alton & Southern Railroad, through which the waters of Dead Creek flow; and

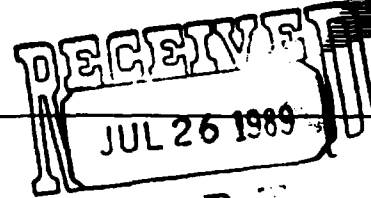
WHEREAS, the said construction requires the installation of a Manhole and Thirty-six (36) inch sewer line, with its appurtenances, in and upon the lands owned by the said Grantor.

NOW, THEREFORE, WITNESSETH, that in consideration of the sum of One Dollar (\$1.00) paid by the said Grantee to the said Grantor, the receipt whereof is hereby acknowledged, the Grantor, as the owner of that part of Lot numbered One Hundred Twenty-five (125) of the Commonfields of Cahokia and Lots numbered One Hundred Twenty-two (122) and One Hundred Twenty-three (123) of the Third subdivision of Cahokia Commons, lying

PAUL TANDLER - Max believes  
there pertain to Village 36130  
and 24 (or 20) running from  
Dead Creek to Ill. Route 3  
on Monsanto's premises. PLEASE  
RETURN TO ME.

# Monsanto

Monsanto Chemical Company  
500 Monsanto Ave.  
Sauget, Illinois 62206-1198  
Phone: (618) 271-5835



BY P. T.

July 21, 1989

Mr. Harold G. Baker  
Attorney at Law  
56 South 65th Street  
Belleville, IL 62223

Dear Mr. Baker:

Per your recent request enclosed please find:

- 1) Drawing D-11632 Tax Lot C with the sewer easement highlighted.
- 2) Agreement between Alton and Southern R.R. and Monsanto Chemical Co. for 36"VCP Sewer extension August 20, 1924.
- 3) 10' wide easement from Monsanto Chemical Co. to Monsanto Village for overflow box and 36"VCP Sewer agreement dated 4-7-39 (page seems to be missing from my copy).
- 4) Agreement dated from June 17, 1941 15' wide easement No.4 from Monsanto Chemical Co. to Monsanto Village for sewer, rec. book 946 page 164.
- 5) Agreement dated December 7, 1945 12' wide easement from Monsanto Chemical Co. to Monsanto Village for sewer rec. book 1033, page 275 tract 2 (page missing).
- 6) Agreement dated November 16, 1948 12' wide easement from Monsanto Chemical Co. to Monsanto Village for sewer, rec. book 1135 page 501 tract 1-A and 1-B.

If you have any questions please let me know.

*Max*

Max W. McCombs  
General Superintendent,  
Government and Environmental Affairs

MWM/sdg  
Enclosure



ON SOUTHERN R/W

SEWER EASEMENT NO 4

LOT 168 & C. FILE 25.  
10' WIDE EASEMENT  
FROM  
MONSANTO CHEMICAL CO.  
SEWER FLOW BOX & 36" V.C.P.  
FOR  
MONSANTO VILLAGE FOR  
SEWER AGREEMENT DAT. 4-7-1939.  
LOT 170 & C. FILE 33.  
12' WIDE EASEMENT  
FROM  
MONSANTO CHEM. CO. TO  
SEWER REC. BOOK 1135,  
PAGE 501 TRACT 1-A, 1-B.

LOT 168 & C. FILE 19  
AGREEMENT BETWEEN  
MONSANTO CHEM. CO.  
FOR 36" V.C.P. SEWER  
EXTENSION. AUG. 20, 1932.

OT "C"  
S TO ALTON & SO. R.R.  
ST. CLAIR COUNTY.

TO LOT C  
16.9 ACRES  
(1.26 1928)  
TO MONS.

LOT 168 & C. FILE 33.  
AGREEMENT DAT. DEC. 7, 1945  
12' WIDE EASEMENT FROM  
MONSANTO CHEM. CO. TO  
MONSANTO VILLAGE FOR  
SEWER REC. BOOK 1033,  
PAGE 275 TRACT 2.

LOT 168 & C. FILE 28.  
AGREEMENT DAT. JUNE 17, 1944.  
15' WIDE EASEMENT NO 4  
FROM MONSANTO CHEM. CO.  
TO MONSANTO VILLAGE FOR  
SEWER REC. BOOK 946,  
PAGE 164

LOT 168 & C. FILE 51  
RE-ALIGNMENT OF R/W TRACK  
FOR TRACKS  
AGREEMENT DAT. MAY 28, 1948

E6

LOT 223

LOT 222

LOT 219

DNC  
FROM  
CO.  
ST. CLAIR



St. Cl.

Book 946

PAGE 161

PLAT: Book 7 PLATS 41-42-53

*extra copy.*

28 B+C

EASEMENT FOR PUBLIC SEWER PURPOSES

THIS INDENTURE WITNESSETH That the Grantor, MONSANTO CHEMICAL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, having its principal office located in the City of St. Louis and State of Missouri, and duly and regularly licensed to do business in the State of Illinois, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and of the benefits resulting from the construction, operation and maintenance of the system of sewers in the Village of Monsanto, GRANTS to the Village of Monsanto, a municipal corporation, in the County of St. Clair, and State of Illinois, Easements over the following described tracts for the purpose of permitting the said Village of Monsanto, through its officials, representatives, engineers, agents, contractors and employees, to construct, reconstruct, maintain and operate the sewers which are now constructed and as presently located at elevations indicated on map attached hereto, and identified by the notation thereon "Revised April 20, 1941."

In general, the Easements hereafter described are over and across the lands of the Monsanto Chemical Company located in Lots Two Hundred Sixteen (216), Two Hundred Seventeen (217), Two Hundred Twenty (220), Two Hundred Twenty-one (221), Two Hundred Twenty-two (222), Two Hundred Twenty-four (224), Two Hundred Twenty-five (225), Two Hundred Twenty-eight (228), Two Hundred Twenty-nine (229), Two Hundred Thirty-one (231) and Two Hundred Thirty-two (232), of "The Third Subdivision of Cahokia Commons," reference being had to a plat of said Commons recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "A" on page 60, and in Lots one Hundred Twenty-one (121) and One Hundred Twenty-five (125) of "The Cahokia Commonfields," reference being had to a plat of said Commonfields recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "E" on pages 16 and 17, a particular description of the location of these Easements being as follows:

EASEMENT NO. 1. An Easement over a tract fifteen (15) feet in width, said tract lying over and across that part of Lots Two Hundred Twenty-five (225), Two Hundred Twenty-eight (228), Two Hundred Twenty-nine (229) and Two Hundred Thirty-two (232) of said "Third Subdivision of Cahokia Commons," lying east of the easterly right-of-way line of the East St. Louis and Carondelet Railroad, as the same is now located, and lying westerly of the westerly right-of-way line of State Bond Issue Route No. 3, also known as Mississippi Avenue; for the point of beginning measure south  $17^{\circ} 07'$  West along the center line of the easterly track of the said East St. Louis and Carondelet Railroad from the point of intersection made by producing the northerly right-of-way line of the Illinois Transfer Railroad as the said railroad is now located in the easterly one-half ( $\frac{1}{2}$ ) of said Lot Two Hundred Thirty-two (232), with the said center line of said easterly track, a distance of Nine Hundred Fifty and Eight-tenths (950.8) feet to the point of beginning of the center line of the fifteen (15) foot tract, thence south  $73^{\circ} 49'$  East a distance of Fifty-six and Nine-tenths (56.9) feet to a point, said point being hereafter known as "Manhole A", thence north  $60^{\circ} 37'$  East a distance of Fourteen Hundred Fifty and Six-tenths (1450.6) feet to a point, hereafter known as "Point B"; said point being located in the right-of-way of State Bond Issue Route No. 3, and also being in the said northerly right-of-way line of the Illinois Transfer Railroad above referred to said point being also Thirty-nine and six-tenths (39.6) feet east of the westerly right-of-way line of said State Bond Issue Route No. 3, as the same is now located; the center line of the Fifteen (15) foot tract aforesaid, is the center line of the sewer as now constructed; said Easement is shown on the attached plat colored blue, which plat is attached hereto and made a part hereof.

EASEMENT NO. 2. An Easement over a tract Fifteen (15) feet in width, said tract lying over and across that part of Lots Two Hundred Twenty-one (221), Two Hundred Twenty-four (224) and Two Hundred Twenty-five (225) of the said "Third Subdivision of Cahokia Commons," lying east of the easterly right-of-way line of the East St. Louis and Carondelet Railroad and west of the westerly right-of-way line of State Bond Issue Route No. 3; the center line of the Fifteen (15) foot tract being described as follows:

as

Beginning at "Manhole A", said Manhole is located in the description set out in Easement No. 1, thence south  $33^{\circ} 40'$  east a distance of Thirteen Hundred Nineteen and Three-tenths (1319.3) feet to a point hereafter known as "Manhole C"; the center line of the tract described is the center line of the sewer as now constructed, and the tract described is colored in green on the attached plat which is made a part hereof.

EASEMENT NO. 3. An Easement over a tract Fifteen (15) feet in width, said tract lying over and across Lots Two Hundred Sixteen (216), Two Hundred Seventeen (217), Two Hundred Twenty (220) and Two Hundred Twenty-one (221) of the said "Third Subdivision of Cahokia Commons," lying northerly of the northerly right-of-way line of the Alton and Southern

Railroad as the said railroad is now located in said Lot Two Hundred Sixteen (216), and west of the westerly right-of-way line of State Bond Issue Route No. 3; the said Fifteen (15) foot tract lies easterly of a line that is Five (5) feet west of and parallel to a line described as follows:

Beginning at "Manhole C" as said manhole is located and described in the aforesaid Easement No. 2; thence south  $14^{\circ} 35'$  West to a distance of Nine Hundred Seventy-five (975) feet on a line that is parallel to and Ten (10) feet west of the westerly line of State Bond Issue Route No. 3, as the same is now located, the last mentioned point being a point in the center line of the Alton and Southern Railroad and hereafter designated as "Point D"; the aforesaid described line is the center line of the sewer as now constructed; the tract described is colored in red on the attached plat which is made a part hereof.

EASEMENT NO. 4. An Easement over a tract Fifteen (15) feet in width, said tract lying over that part of Lot Two Hundred Twenty-two (222) of the said "Third Subdivision of Cahokia Commons" lying easterly of the easterly right-of-way line of State Bond Issue Route No. 3 and over and across that part of Lot One Hundred Twenty-five (125) of said "Cahokia Commonfields" lying north of the northerly right-of-way line of the Alton and Southern Railroad, as the said railroad is now located in said Lot One Hundred Twenty-five (125); the center line of said Fifteen (15) foot tract being described as follows:

Beginning at "Manhole C" as the said manhole is located and described in Easement No. 2; thence south  $85^{\circ} 16'$  East a distance of Fifteen Hundred Twelve and Four-tenths (1512.4) feet to "Manhole E"; thence South  $22^{\circ} 7'$  West a distance of Seventy-two and Six-Tenths (72.6) feet to a point in the center line of the Alton and Southern Railroad as the said railroad is now located in said Lot One Hundred Twenty-five (125) of the "Cahokia Commonfields"; said point being hereafter known as "Point F"; the center line of the Fifteen (15) foot tract described is also the center line of the sewer as now constructed; the tract described is colored in brown on the plat attached hereto and made a part hereof.

EASEMENT NO. 5. An Easement over a tract extending from the easterly line of State Bond Issue Route No. 3, also known as Mississippi Avenue, to the westerly line of Falling Springs Road as it existed prior to the passage of Ordinance No. 53 of the Village of Monsanto, said Ordinance providing for the vacation of Falling Springs Avenue, south of the south line of Monsanto Avenue reference being had to a copy of said Ordinance recorded in the Recorder's Office of St. Clair County, Illinois, in Corporation Records No. 23, beginning on page 34, said tract being a part of Lot 231 of the "Third Subdivision of Cahokia Commons" and of Lot 121 of the Common Fields of Cahokia and being all of that part of said Lots 231 and 121 lying southerly of the southerly line of Monsanto Avenue and northerly of a line that is three (3) feet southerly from and parallel to a line described as follows:

Beginning at "Point B", as said point is located and described in Easement No. 2; thence north 60° 37" East a distance of One Hundred Thirty-one and Seventy-five one-hundredths (131.75) feet to a point hereafter known as "Man-hole G"; thence South 77° 27" east along a line that is parallel to and Twelve (12) feet south of the southerly line of Monsanto Avenue, a distance of One Thousand Four Hundred Eighty-four (1484) feet, more or less, to said westerly line of Falling Springs Road, as said Falling Springs Road existed prior to the passage of said Ordinance No. 53; the line described is the center line of the sewer as now constructed; the tract described is shown in yellow on the attached plat which is attached hereto and made a part hereof.

EASEMENT NO. 6. An Easement Fifteen (15) feet in width, over and across such part of Falling Springs Road as reverted to Monsanto Chemical Company on the passage of Ordinance No. 53 of the Village of Monsanto, said Ordinance providing for the vacation of Falling Springs Avenue, south of the south line of Monsanto Avenue, reference being had to a copy of said Ordinance, recorded in the Recorder's office of St. Clair County, Illinois, in Corporation Records No. 23, beginning on page 34, the southerly side of said fifteen (15) foot easement being three (3) feet south of and parallel to a line described as follows:

Beginning at the point of an intersection of the line described in Easement No. 5, said line being the center line of the sewer as now constructed, with the westerly line of Falling Springs Road as it existed prior to the passage of Ordinance No. 53 of the Village of Monsanto, said Ordinance providing for the vacation of Falling Springs Avenue, south of the south line of Monsanto Avenue, reference being had to a copy of said Ordinance, recorded in the Recorder's Office of St. Clair County, Illinois, in Corporation Records No. 23, beginning on Page 34 and extending South 77° 27' east over and across such part of Falling Springs Road as reverted to Monsanto Chemical Company by the closing of that portion of Falling Springs Avenue south of the south line of Monsanto Avenue, as provided in said Ordinance No. 53 of the Village of Monsanto; the line described is the center line of the sewer as now constructed; the tract described is such part of that tract shown in heliotrope on the attached plant which is attached hereto and made a part hereof, which reverted to Monsanto Chemical Company on said closing of said Falling Springs Road."

This instrument is a confirmation of authorization previously given to the said Village of Monsanto.

IN WITNESS WHEREOF the said Monsanto Chemical Company hath caused these presents to be signed by G. Lee Camp, its Vice President, and its corporate seal to be hereto affixed, attested by C. E. Caspari, Jr., its Ass't Secretary, this 17th day of June A. D., 1941.

MONSANTO CHEMICAL COMPANY

By /s/ G. Lee Camp  
Vice President

Attest:

/s/ C. E. Caspari, Jr.  
Asst. Secretary

(SEAL)

STATE OF MISSOURI }  
CITY OF ST. LOUIS } SS

I, the undersigned, in and for said City in the State aforesaid, do hereby certify that G. Lee Camp, personally known to me to be the Vice-President of Monsanto Chemical Company and C. E. Caspari, Jr. personally known to me to be the Asst. Secretary of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Asst. Secretary they signed and delivered the said instrument of writing as Vice President and as Asst. Secretary of said Corporation, and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of June A. D., 1941.

My commission expires November 13, 1941.

/s/ R. J. Widman  
Notary Public

St Cl.

Book 946

PAGE 164

PLAT: Book of PLATS 41 - Pg 50

*extra copy.*

28 B + C

EASEMENT FOR PUBLIC SEWER PURPOSES

THIS INDENTURE WITNESSETH That the Grantor, MONSANTO CHEMICAL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, having its principal office located in the City of St. Louis and State of Missouri, and duly and regularly licensed to do business in the State of Illinois, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and of the benefits resulting from the construction, operation and maintenance of the system of sewers in the Village of Monsanto, GRANTS to the Village of Monsanto, a municipal corporation, in the County of St. Clair, and State of Illinois, Easements over the following described tracts for the purpose of permitting the said Village of Monsanto, through its officials, representatives, engineers, agents, contractors and employees, to construct, reconstruct, maintain and operate the sewers which are now constructed and as presently located at elevations indicated on map attached hereto, and identified by the notation thereon "Revised April 20, 1941."

In general, the Easements hereafter described are over and across the lands of the Monsanto Chemical Company located in Lots Two Hundred Sixteen (216), Two Hundred Seventeen (217), Two Hundred Twenty (220), Two Hundred Twenty-one (221), Two Hundred Twenty-two (222), Two Hundred Twenty-four (224), Two Hundred Twenty-five (225), Two Hundred Twenty-eight (228), Two Hundred Twenty-nine (229), Two Hundred Thirty-one (231) and Two Hundred Thirty-two (232), of "The Third Subdivision of Cahokia Commons," reference being had to a plat of said Commons recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "A" on page 60, and in Lots one Hundred Twenty-one (121) and One Hundred Twenty-five (125) of "The Cahokia Commonfields," reference being had to a plat of said Commonfields recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "E" on pages 16 and 17, a particular description of the location of these Easements being as follows:



EASEMENT NO. 1. An Easement over a tract fifteen (15) feet in width, said tract lying over and across that part of Lots Two Hundred Twenty-five (225), Two Hundred Twenty-eight (228), Two Hundred Twenty-nine (229) and Two Hundred Thirty-two (232) of said "Third Subdivision of Cahokia Commons," lying east of the easterly right-of-way line of the East St. Louis and Carondelet Railroad, as the same is now located, and lying westerly of the westerly right-of-way line of State Bond Issue Route No. 3, also known as Mississippi Avenue; for the point of beginning measure south  $17^{\circ} 7'$  West along the center line of the easterly track of the said East St. Louis and Carondelet Railroad from the point of intersection made by producing the northerly right-of-way line of the Illinois Transfer Railroad as the said railroad is now located in the easterly one-half ( $\frac{1}{2}$ ) of said Lot Two Hundred Thirty-two (232), with the said center line of said easterly track, a distance of Nine Hundred Fifty and Eight-tenths (950.8) feet to the point of beginning of the center line of the fifteen (15) foot tract, thence south  $73^{\circ} 49'$  East a distance of Fifty-six and Nine-tenths (56.9) feet to a point, said point being hereafter known as "Manhole A" thence north  $60^{\circ} 37'$  East a distance of Fourteen Hundred Fifty and Six-tenths (1450.6) feet to a point, hereafter known as "Point B"; said point being located in the right-of-way of State Bond Issue Route No. 3, and also being in the said northerly right-of-way line of the Illinois Transfer Railroad above referred to said point being also Thirty-nine and six-tenths (39.6) feet east of the westerly right-of-way line of said State Bond Issue Route No. 3, as the same is now located; the center line of the Fifteen (15) foot tract aforesaid, is the center line of the sewer as now constructed; said Easement is shown on the attached plat colored blue, which plat is attached hereto and made a part hereof.

EASEMENT NO. 2. An Easement over a tract Fifteen (15) feet in width, said tract lying over and across that part of Lots Two Hundred Twenty-one (221), Two Hundred Twenty-four (224) and Two Hundred Twenty-five (225) of the said "Third Subdivision of Cahokia Commons," lying east of the easterly right-of-way line of the East St. Louis and Carondelet Railroad and west of the westerly right-of-way line of State Bond Issue Route No. 3; the center line of the Fifteen (15) foot tract being described as follows:

as

Beginning at "Manhole A", said Manhole is located in the description set out in Easement No. 1, thence south  $33^{\circ} 40'$  east a distance of Thirteen Hundred Nineteen and Three-tenths (1319.3) feet to a point hereafter known as "Manhole C"; the center line of the tract described is the center line of the sewer as now constructed, and the tract described is colored in green on the attached plat which is made a part hereof.

EASEMENT NO. 3. An Easement over a tract Fifteen (15) feet in width, said tract lying over and across Lots Two Hundred Sixteen (216), Two Hundred Seventeen (217), Two Hundred Twenty (220) and Two Hundred Twenty-one (221) of the said "Third Subdivision of Cahokia Commons," lying northerly of the northerly right-of-way line of the Alton and Southern

Railroad as the said railroad is now located in said Lot Two Hundred Sixteen (216), and west of the westerly right-of-way line of State Bond Issue Route No. 3; the said Fifteen (15) foot tract lies easterly of a line that is Five (5) feet west of and parallel to a line described as follows:

Beginning at "Manhole C" as said manhole is located and described in the aforesaid Easement No. 2; thence south  $14^{\circ} 35'$  West to a distance of Nine Hundred Seventy-five (975) feet on a line that is parallel to and Ten (10) feet west of the westerly line of State Bond Issue Route No. 3, as the same is now located, the last mentioned point being a point in the center line of the Alton and Southern Railroad and hereafter designated as "Point D"; the aforesaid described line is the center line of the sewer as now constructed; the tract described is colored in red on the attached plat which is made a part hereof.

EASEMENT NO. 4. An Easement over a tract Fifteen (15) feet in width, said tract lying over that part of Lot Two Hundred Twenty-two (222) of the said "Third Subdivision of Cahokia Commons" lying easterly of the easterly right-of-way line of State Bond Issue Route No. 3 and over and across that part of Lot One Hundred Twenty-five (125) of said "Cahokia Commonfields" lying north of the northerly right-of-way line of the Alton and Southern Railroad, as the said railroad is now located in said Lot One Hundred Twenty-five (125); the center line of said Fifteen (15) foot tract being described as follows:

Beginning at "Manhole C" as the said manhole is located and described in Easement No. 2; thence south  $85^{\circ} 16'$  East a distance of Fifteen Hundred Twelve and Four-tenths (1512.4) feet to "Manhole E"; thence South  $22^{\circ} 7'$  West a distance of Seventy-two and Six-Tenths (72.6) feet to a point in the center line of the Alton and Southern Railroad as the said railroad is now located in said Lot One Hundred Twenty-five (125) of the "Cahokia Commonfields"; said point being hereafter known as "Point F"; the center line of the Fifteen (15) foot tract described is also the center line of the sewer as now constructed; the tract described is colored in brown on the plat attached hereto and made a part hereof.

EASEMENT NO. 5. An Easement over a tract extending from the easterly line of State Bond Issue Route No. 3, also known as Mississippi Avenue, to the westerly line of Falling Springs Road as it existed prior to the passage of Ordinance No. 53 of the Village of Monsanto, said Ordinance providing for the vacation of Falling Springs Avenue, south of the south line of Monsanto Avenue reference being had to a copy of said Ordinance recorded in the Recorder's Office of St. Clair County, Illinois, in Corporation Records No. 23, beginning on page 34, said tract being a part of Lot 231 of the "Third Subdivision of Cahokia Commons" and of Lot 121 of the Common Fields of Cahokia and being all of that part of said Lots 231 and 121 lying southerly of the southerly line of Monsanto Avenue and northerly of a line that is three (3) feet southerly from and parallel to a line described as follows:

Beginning at "Point B", as said point is located and described in Easement No. 2; thence north 60° 37" East a distance of One Hundred Thirty-one and Seventy-five one-hundredths (131.75) feet to a point hereafter known as "Man-hole G"; thence South 77° 27" east along a line that is parallel to and Twelve (12) feet south of the southerly line of Monsanto Avenue, a distance of One Thousand Four Hundred Eighty-four (1484) feet, more or less, to said westerly line of Falling Springs Road, as said Falling Springs Road existed prior to the passage of said Ordinance No. 53; the line described is the center line of the sewer as now constructed; the tract described is shown in yellow on the attached plat which is attached hereto and made a part hereof.

EASEMENT NO. 6. An Easement Fifteen (15) feet in width, over and across such part of Falling Springs Road as reverted to Monsanto Chemical Company on the passage of Ordinance No. 53 of the Village of Monsanto, said Ordinance providing for the vacation of Falling Springs Avenue, south of the south line of Monsanto Avenue, reference being had to a copy of said Ordinance, recorded in the Recorder's office of St. Clair County, Illinois, in Corporation Records No. 23, beginning on page 34, the southerly side of said fifteen (15) foot easement being three (3) feet south of and parallel to a line described as follows:

Beginning at the point of an intersection of the line described in Easement No. 5, said line being the center line of the sewer as now constructed, with the westerly line of Falling Springs Road as it existed prior to the passage of Ordinance No. 53 of the Village of Monsanto, said Ordinance providing for the vacation of Falling Springs Avenue, south of the south line of Monsanto Avenue, reference being had to a copy of said Ordinance, recorded in the Recorder's Office of St. Clair County, Illinois, in Corporation Records No. 23, beginning on Page 34 and extending South 77° 27' east over and across such part of Falling Springs Road as reverted to Monsanto Chemical Company by the closing of that portion of Falling Springs Avenue south of the south line of Monsanto Avenue, as provided in said Ordinance No. 53 of the Village of Monsanto; the line described is the center line of the sewer as now constructed; the tract described is such part of that tract shown in heliotrope on the attached plant which is attached hereto and made a part hereof, which reverted to Monsanto Chemical Company on said closing of said Falling Springs Road."

This instrument is a confirmation of authorization previously given to the said Village of Monsanto.

IN WITNESS WHEREOF the said Monsanto Chemical Company hath caused these presents to be signed by G. Lee Camp, its Vice President, and its corporate seal to be hereto affixed, attested by C. E. Caspari, Jr., its Ass't Secretary, this 17th day of June A. D., 1941.

MONSANTO CHEMICAL COMPANY

By /s/ G. Lee Camp  
Vice President

Attest:

/s/ C. E. Caspari, Jr.  
Asst. Secretary

(SEAL)

STATE OF MISSOURI }  
CITY OF ST. LOUIS } SS

I, the undersigned, in and for said City in the State aforesaid, do hereby certify that G. Lee Camp, personally known to me to be the Vice-President of Monsanto Chemical Company and C. E. Caspari, Jr. personally known to me to be the Asst. Secretary of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Asst. Secretary they signed and delivered the said instrument of writing as Vice President and as Asst. Secretary of said Corporation, and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of June A. D., 1941.

My commission expires November 13, 1941.

/s/ R. J. Widman  
Notary Public

950 PAID

THIS AGREEMENT, Made and entered into this 27th day of April, A.D., 1966, by and between ALTON and SOUTHERN RAILROAD, an Illinois corporation, hereinafter called "ALTON," and the Village of Monsanto, a municipal corporation of the State of Illinois, hereinafter called "VILLAGE,"

WITNESSETH:

WHEREAS, ALTON owns and operates a line of railroad which passes through the Village of Monsanto; and,

WHEREAS, VILLAGE is considering the extension of its sewer system to serve the industrial plant of CERRO COPPER & BRASS CO., a division of Cerro Corporation, which extension requires the construction, maintenance and operation of a force main under and along the southerly side of right-of-way of ALTON, as is more fully shown in red on the attached plat which is made a part hereof; and

WHEREAS, VILLAGE desires the right and privilege of constructing, maintaining and operating said force main under and along the right-of-way, of ALTON, which right and privilege ALTON is willing to grant.

NOW THEREFORE, in consideration, of the premises and the mutual covenants and promises herein contained, the parties have agreed as follows:

(1) ALTON, upon the condition precedent that VILLAGE complies with each and every one of the terms and conditions, does hereby give and grant to VILLAGE the right and privilege to con-

struct, maintain and operate the force main hereinabove described.

(2) The force main shall be constructed of 12 inch cast iron pipe. Open trench construction methods are to be used in constructing the force main. All of the work of excavating for, constructing, maintaining and operating said force main shall be done in a manner as not to interfere with nor endanger the operations of the railroad of ALTON, and shall be maintained in a manner that water, sewage and other liquids or gases will not escape therefrom and damage the property of ALTON or others. VILLAGE shall keep the surface of the ground over said force main filled up level.

(3) All of the work of excavating for, constructing, maintaining and operating said force main, under and along the right-of-way, tracks and other property of ALTON, shall be done by VILLAGE, at the sole cost and expense of VILLAGE, and under the direction and subject to the approval of the Engineer in charge of that portion of the line of railroad of ALTON. Said Engineer shall have full authority to direct the time and manner of doing the work and may require the Village to have the work done as he directs. If VILLAGE fails or refuses to comply with the instructions of said Engineer, he may stop the work altogether.

(4) If, at any time, hereafter, ALTON may desire to construct or erect additional tracks or structures, or make any change

in its present track or tracks, grade lines or other facilities, and, in so doing, it becomes necessary to change the location of said force main, VILLAGE will make such changes as ALTON may require, without cost or expense to ALTON.

(5) VILLAGE, its agents and employees, shall, at all reasonable times, have the right to enter upon the premises of ALTON, for the purpose of inspecting, repairing or renewing said force main, or the ground over the same, but all such work shall be done in such a manner and at such times as not to hinder, delay nor in any manner interfere with the use of the tracks and property of ALTON by it, its officers, agents, employees, patrons, or other persons lawfully using same.

(6) If the VILLAGE fails to make necessary repairs to its force main, the ground over the same, the right-of-way fence, or other property of ALTON, or to comply with any of the terms and conditions of this Agreement, ALTON shall have the right to make the necessary repairs or perform the necessary acts and charge VILLAGE with the cost thereof, together with the usual and customary overhead expenses, and Village will promptly reimburse ALTON therefor, upon bills being rendered to VILLAGE.

(7) Upon termination of this agreement, VILLAGE, at its sole cost and expense, will take up and remove said force main and restore the premises of ALTON to substantially the same condi-

tion they were before said force main was laid, and, for that purpose, the officers and employees of the VILLAGE shall have the right to enter upon the premises of ALTON. Failure of VILLAGE so to do will entitle ALTON to do so and to charge the cost thereof to VILLAGE, as provided in Section 6.

(8) VILLAGE agrees to assume all responsibility for, and agrees to indemnify and hold harmless ALTON from any and all expense and damage that ALTON may sustain or for which ALTON may become liable to third parties (whether by way of damage to or destruction of property, injuries to or deaths of persons or otherwise) brought about or caused by constructing, maintaining and operating said force main, and all costs and expenses that ALTON may be put to in defending suits for damages claimed to have been sustained thereby. If ALTON be required to pay any such damages, VILLAGE will, and hereby agrees to, reimburse ALTON, the judgment of any court in any case to the contrary notwithstanding.

(9) It is further agreed between the parties hereto that the Illinois Commerce Commission has the right, whenever, in its opinion, the rights and privileges herein granted shall be necessary and useful to the ALTON in the performance of its duties to the public, to require ALTON, upon short notice, to declare this agreement at an end.



(10) This agreement shall remain in full force and effect so long as the force main is used by a municipal corporation for the purpose of conveying sewage under and along the right-of-way of ALTON, except, however, if sooner terminated by Illinois Commerce Commission, as provided in Section 9 hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their proper officers and their corporate seals to be hereunto affixed and attested on the day and year first above written.

ALTON and SOUTHERN RAILROAD

By L. L. Schaltenbrand  
~~Its President~~  
 Executive Vice President

Attest: Wayne Harris  
 Its Secretary

ALTON AND SOUTHERN RAILROAD  
 QUORUM

VILLAGE OF MONSANTO

By Leo D. Meyer  
 President

(SEAL)  
 Attest: George J. Ogden  
 Village Clerk

VILLAGE OF MONSANTO  
 ILLINOIS

STATE OF ILLINOIS  
 COUNTY OF JEFFERSON  
 FILED FOR RECORD  
 IN THE RECORDERS OFFICE  
 PLAT BOOK 59 PAGE 88  
 1965 MAY 20 PM 12:47  
 BOOK 2014 PAGE 131  
 Thomas J. Schaltenbrand  
 RECORDER